

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

FAIR ISAAC CORPORATION, a)	Case No. 16-cv-1054 (WMW/DTS)
Delaware corporation,)	
)	
Plaintiff,)	
)	
v.)	
)	
FEDERAL INSURANCE COMPANY,)	
an Indiana corporation, and ACE)	
AMERICAN INSURANCE)	
COMPANY, a Pennsylvania)	
corporation.)	
)	
Defendants.)	

JOINT MOTION REGARDING CONTINUED SEALING

Documents have been filed under temporary seal in connection with the following actions:

Defendants' Motion to Amend Scheduling Order (Dkt. 758)

Pursuant to LR 5.6, the parties submit this Joint Motion Regarding Continued Sealing.

DKT. NO.	DKT. NO. OF REDACTED VERSION (IF FILED)	DESCRIPTION OF DOCUMENT	PRECISELY IDENTIFY: a) The information that the parties agree should remain sealed; b) The information the parties agree should be unsealed; and c) The information about which the parties disagree.	NONPARTY THAT DESIGNATED DOC. CONFIDENTIAL (IF ANY)	REASON WHY DOCUMENT SHOULD REMAIN SEALED OR BE UNSEALED
763	764	Opposition to Motion to Amend Scheduling Order	a) None b) The Parties agree the information may be unsealed. c) None		The document should be <u>unsealed</u> because no confidential or business sensitive information exists in the filing.
766	767	Exhibit 1 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order Software License and Maintenance Agreement, Bates numbers FICO0001702-1720	a) The Parties agree the following information should remain sealed: FICO's licensing prices. b) None c) None		The following information should remain sealed to: Protect FICO's pricing information, including the pricing given to a certain customer, which competitors may use to compete better against FICO or customers could use to demand better pricing. The filing party has filed a redacted version disclosing all non-sensitive information.

766-1	769	<p>Exhibit 10 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Email chain including email from Tom Carretta to Andrew Hopp re license negotiations, including proposed license fees</p>	<p>a) The Parties agree the following information should remain sealed: FICO's licensing prices.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect FICO's pricing information, including the pricing given to a certain customer, which competitors may use to compete better against FICO or customers could use to demand better pricing.</p> <p>The filing party has filed a redacted version disclosing all non-sensitive information.</p>
766-2	770	<p>Exhibit 11 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Email from Tamra Pawloski to Bill Waid proposing license fees.</p>	<p>a) The Parties agree the following information should remain sealed: FICO's licensing prices.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect FICO's pricing information, including the pricing given to a certain customer, which competitors may use to compete better against FICO or customers could use to demand better pricing.</p> <p>The filing party has filed a redacted version disclosing all non-sensitive information.</p>

766-3	771	<p>Exhibit 12 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Redline of draft to proposed Amendment 3 to the Agreement, contains proposed license fees</p>	<p>a) The Parties agree the following information should remain sealed: FICO's licensing prices.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect FICO's pricing information, including the pricing given to a certain customer, which competitors may use to compete better against FICO or customers could use to demand better pricing.</p> <p>The filing party has filed a redacted version disclosing all non-sensitive information.</p>
766-4		<p>Exhibit 15 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Chubb Indemnity Insurance Company and Chubb & Son a division of Federal Insurance dated January 1, 1998 with addendums produced as Bates numbered document FED013541_0001-FED013541_0010</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>

766-5		<p>Exhibit 17 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Service Agreement between Pacific Indemnity Company and Chubb & Son a division of Federal Insurance Company dated January 1, 1998 with addendums, produced as Bates numbered document FED013547_0001–FED013547_0009</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>
766-6		<p>Exhibit 18 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Texas Pacific Indemnity Company and Chubb & Son a division of Federal Insurance Company dated June 1, 2004 with addendum, produced as Bates numbered document FED013548_0001–FED013548_0008</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>

766-7		<p>Exhibit 19 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Vigilant Insurance Company and Chubb & Son a division of Federal Insurance Company dated January 1, 1998 with addendums, produced as Bates numbered document FED013549_0001–FED013549_0011</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>
766-8		<p>Exhibit 20 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Chubb National Insurance Company and Chubb & Son a division of Federal Insurance Company dated January 1, 1998 with addendum, produced as Bates numbered document FED013542_0001–FED013542_0008</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>

766-9		<p>Exhibit 21 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Executive Risk Specialty Insurance Company and Chubb & Son a division of Federal Insurance Company dated January 1, 2008 with addendums, produced as Bates numbered document FED013545_0001-FED013545_0011</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>
766-10		<p>Exhibit 22 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Executive Risk Indemnity Inc. and Chubb & Son a division of Federal Insurance Company dated January 1, 2000 with addendum, produced as Bates numbered document FED013544_0001-FED013544_0010</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>

766-11		<p>Exhibit 23 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Management Agreement between Great Northern Insurance Company and Chubb & Son a division of Federal Insurance Company dated January 1, 1998 with addendum, produced as Bates numbered document FED013546_0001-FED013546_0008</p>	<p>a) The Parties agree the following information should remain sealed: Defendants' internal service contracts.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect Defendants' inter-company service agreements that contain highly sensitive business information regarding strategy for product development and services within the Chubb Group of Insurance Companies. Competitors could gain unfair advantages from these contracts by learning intricate details about Chubb's business strategy.</p>
766-12	772	<p>Exhibit 24 to Declaration of Heather Kliebenstein in Opposition to Defendants' Motion to Amend the Scheduling Order</p> <p>Plaintiff Fair Isaac Corporation's Second Supplemental Answers to Defendant's Interrogatory Nos. 6-9</p>	<p>a) The Parties agree the following information should remain sealed: FICO's licensing prices.</p> <p>b) None</p> <p>c) None</p>		<p>The following information should remain sealed to:</p> <p>Protect FICO's pricing information, including the pricing given to a certain customer, which competitors may use to compete better against FICO or customers could use to demand better pricing.</p> <p>The filing party has filed a redacted version disclosing all non-sensitive information.</p>

Dated: May 20, 2020

/s/ Joseph W. Dubis

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